

# State of Alaska

## Nutritional Alaskan Foods for Schools Grant Agreement

### 1. Parties

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and \_\_\_\_\_ (hereinafter 'Grantee') agree as set forth herein.

### 2. Project Funds

The Grantee has been appropriated funds in the amount of \$ \_\_\_\_\_. The funds are being provided in the following appropriation: SLA 2012, Chapter 17, Section 1, Page 5, and Line 24-25.

### 3. Project Purpose

The purpose of the funding as stated in the appropriation is to purchase nutritious Alaska grown produce, seafood or aquatic protein, or livestock products for use in school meal programs.

### 4. Reimbursable Payment

The Department will reimburse the grantee for eligible expenses up to the amount of this grant award. The Grantee must request reimbursement for the expenses using the attached grant report form. The reimbursement request must be supported by documentation of purchases that includes the quantity purchased, cost, and proof that the products were Alaskan grown or caught/harvested in Alaskan waters.

### 5. Start Date

The Grantee understands these funds are to be used to pay for allowable costs incurred between the start date: July 1, 2012 and the end date: June 30, 2013.

### 6. Grant Conditions

The Grantee agrees to be bound by all of the Standard Provisions as stated in this Agreement.

### 7. Contact Information

The contact information for the Grantee for all information pertaining to this grant is:

Name of Entity: \_\_\_\_\_  
Street/PO Box: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Grantee	Department
I certify that I am legally authorized to sign and submit this Grant Agreement and commit the organization to the project described herein. I further certify that all applicable State and Federal laws, regulations, as well as the attached standard provisions will be implemented in carrying out this project.	Grant Agreement Number: Award Amount: AR/Lapse Date <b>52223 / 06/30/2013</b> Grants Administrator: <b>Debi Kruse</b> Grants Administrator Phone #: <b>907 269-8131</b>
Authorized Signature	Signature
Printed Name and Title	Printed Name and Title Scott Ruby, Division Director
Date	Date
Organizations Tax ID Number	

## **Nutritional Foods in Schools Grant Program**

### **Standard Provisions**

**Article 1. Indemnification** It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation; including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

**Article 2. Legal Authority** The Grantee certifies that it possesses legal authority to accept grant funds and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

**Article 3. Access to Records** The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

**Article 4. Retention of Records** The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date of project close-out, or until final resolution of any audit findings, claims, or litigation related to the grant.

**Article 5. Financial Management, Accounting, and Recordkeeping** The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles. The Grantee agrees to keep such records as the Department may require; and compliance to all federal, state, and local government statutes, regulations, ordinances, inspections, certificate, permitting, and public notice requirements; and all industry standards applicable to this project. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement. And, where appropriate, every effort is to be made to have verification of and/or certificates and permits at the project site.

**Article 6. Obligations Regarding Third-Party Relationships** The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

**Article 7. Conflict of Interest** No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

**Article 8. Recovery of Funds** In the event of a default or discovery of violation to the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

**Article 9. Disputes** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

**Article 10. Insurance** Without limiting the Grantee's indemnification, it is agreed that Grantee shall purchase at its own expense and maintain in force at all times during the performance of this Grant Agreement applicable insurance policies. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21.

**Article 11. Governing Law and Jurisdiction** This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

**Article 12. Equal Employment Opportunity (EEO)** The Grantee shall comply with AS 18.80.220. The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 13. Severability** If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

**Article 14. Performance** The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Grant Agreement.

**Article 15. Audit Requirement** If the Grantee receives less than \$500,000.00 in payments based on grant agreements, in any one fiscal year, from any combination of State of Alaska agencies, the Department reserves the right to request an independent audit or financial review upon termination of this project and/or Grant Agreement.

A Grantee that receives \$500,000.00 or more in payments based on Grant Agreements, in any one fiscal year from any combination of State of Alaska agencies must have an annual audit completed by an independent firm for that fiscal year. The audit must be conducted in accordance with the federal Single Audit Act of 1984 as detailed in the federal OMB Circular A-133; and Alaska statutes AS 37.05.020, AS 37.05.030, and AS 37.05.190 as detailed in Alaska Administrative Code 02 AAC 45.010 through 45.090.

**Article 16. Americans with Disabilities Act** The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.